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Skagit County Auditor

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

LUCIA LANE, BOW WASHINGTON

This declaration is made and dated this July 12, 2019 by Stennar and Crystal Thorson hereafter referred to as "Owners". Said Stennar and Crystal Thorson are the Owners of that certain real property situated in Skagit County, State of Washington described as follows:

Lots 1,2,3, and 4, Skagit County Short Plat No PL01-0261, approved October 7, 2004 and recorded October 12, 2004 under Auditors File No. 200410120174, records of Skagit County, Washington, being a portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ in Section 35, Township 36 North, Range 3 East, WM. P48695 P122127 P122128 P48698

The Owners hereby establish the general plan for the protection of said real property and fixes the protective covenants and restrictions subject to which all lots described above shall be held, leased, sold and/or conveyed by it as such Owners, and shall inure and pass with said real property for the benefit of said successors in interest of the present Owners and are imposed upon said realty as a running covenant and as an equitable servitude in favor of each and every lot as the dominant tenement or tenements as follows to wit:

1. PRIVATE ROADWAY MAINTENANCE

At no time is cutting through Lucia Lane allowed. Owners must bore under if utilities need to cross the road.

All other road maintenance is addressed in Notes of Auditor file 201310220020.

Assessments may be approved by a majority of Owners for the repair, maintenance, and improvement of Lucia Lane. These assessments shall constitute a lien upon the Lot against which each such assessment is made until paid. Each such assessment shall also be the personal obligation of the person who was the Lot Owner at the time the assessment of charge fell due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Owners of Lots by their acceptance of a deed or by their signature to a contract for the purchase of a Lot agree that interest after delinquency shall accrue at a rate of eighteen percent (18%) per annum, and costs and reasonable attorneys' fees, if suit is necessary to collect such assessments, shall be additional charges which may be collected due to said assessments.

2. BUILDING RESTRICTION

All homes must be stick built on lot. No trailer houses. Wells on Lots 1 and 2 must be put as close together as allowed by Skagit County to minimize the well protection area and utilize the same access point if possible.

3. CLEANLINESS

Each lot Owner shall keep their lot clean at all times to avoid attracting vermin. No unsightly accumulation of trash shall be permitted to accumulate on any lot.

4. ANIMALS

No livestock or poultry of any kind shall be raised, bred, or kept on Lots 1, 2, and 3. Considering the much larger size of Lot 4, it is not subject to the livestock restriction.

Dogs, cats, or other household pets may be kept, provided they are not bred or maintained for any commercial purpose, including dog boarding. All pets should be kept on the Owner's property, not permitted to run at large, and must not be a nuisance because of constant barking.

5. TERM

These covenants are to run with the land and shall be binding on all parties and future owners unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change, supplement or rescind said covenants in whole or in part.

6. ENFORCEMENT

Owners may bring an action at law against the Lot Owner attempting to violate any covenant either to restrain violation, recover damages, or collect an assessment. Reasonable Attorney's fees and interest will be added to the Owner in violation's assessment if action is brought by other Owners.

7. SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8. In the event that the Declarant shall convey all of its rights, title, and interest to any partnership, corporation, or individual in and to the real property described herein, then the Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such new owner shall succeed to all of the rights powers, reservations, obligations and duties as though it had originally been named Declarant.

IN WITNESS WHEREOF, the undersigned have hereinabove set their hand the day month and year hereinabove written.

Stennar Thorson, Declarant

[Signature]

By: Stennar Thorson

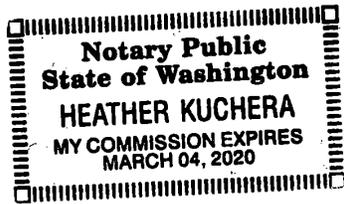
Crystal Thorson, Declarant

[Signature]

By: Crystal Thorson

On this 12th day of July, 2019, before me a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Stennar Thorson and Crystal Thorson to me known to be the Owners of above described property that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.



SEAL

[Signature]
Notary Public in and for the State of Washington, residing at Sedro Woolley
My commission expires: March 4, 2020